

**EXHIBIT A**

**Engagement Letter**



Blake, Cassels & Graydon LLP  
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December 22, 2021

**Gordon McKee**  
**LSO Certified Specialist (Civil Litigation)**  
Partner  
Dir: 416-863-3884  
gordon.mckee@blakes.com

VIA EMAIL  
PRIVILEGED AND CONFIDENTIAL

Reference: 00035256/070333

**LTL Management LLC**  
501 George Street  
New Brunswick, NJ  
08933

Attention: John Kim  
Email: JKim8@its.jnj.com

**Re: LTL Management LLC CCAA Proceedings and Talc Litigation**

Dear Mr. Kim:

Thank you for engaging Blake, Cassels & Graydon LLP ("**Blakes**", "**us**" or "**we**") to act as your legal counsel.

We are very pleased to work with **LTL Management LLC** ("**you**") on the terms contained in this engagement letter and the Client Service Terms attached as "Appendix A" (the "**Client Service Terms**").

### **Scope of Our Engagement**

You have retained us to provide you with legal services in connection with issues relating to the defense of Canadian talc-related claims and the resolution thereof, including representation of LTL Management LLC in its capacity as foreign representative in the proceedings commenced in the Ontario Superior Court of Justice (Commercial List) under the *Companies' Creditors Arrangement Act* for the recognition in Ontario of the US Chapter 11 proceedings of LTL Management LLC.

If additional services are requested by you on this or other matters and provided by us, this letter will apply to such services, unless superseded by another written agreement.

### **Staffing**

I am pleased to be the partner primarily responsible for this engagement (the "**Relationship Partner**"). I will provide or supervise the provision of legal services to you and report to you regularly.

### **Instructions**

We will accept instructions for this engagement from John Kim or anyone else in your organization who has apparent authority with respect to this matter, unless you instruct us otherwise.



## Legal Fees

My billing rate is currently CAD \$964 per hour. Currently, the hourly billing rates for the other lawyer who will be involved in this engagement are:

**Linc Rogers** CAD \$862 per hour

**Caitlin McIntyre** CAD \$541 per hour

If after receiving this letter you instruct us to begin work or continue working on this engagement, this letter, together with the Client Service Terms, will govern the terms of the engagement.

Yours very truly,

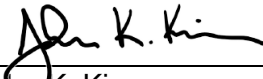
Gordon McKee  
Partner

\* \* \* \* \*

Please confirm your agreement to these terms by signing and returning this letter.

Agreed and Accepted on behalf of:

## LTL MANAGEMENT LLC

By:   
John K. Kim  
Chief Legal Officer

Date: 12/23/21

## **APPENDIX A**

### **BLAKE, CASSELS & GRAYDON LLP**

#### **CLIENT SERVICE TERMS**

Blake, Cassels & Graydon LLP ("Blakes" or "We") is pleased to act as your legal counsel. These Client Service Terms will apply to any matter on which you engage us. These Client Service Terms are subject to any other terms that may be agreed upon between us, including those set out in an engagement letter. If at any time you have questions or concerns about our services, please contact the lawyer primarily responsible for our relationship with you (the "Relationship Partner").

#### **Scope of our Engagement**

We will provide you with legal services which in our professional judgment are reasonably necessary and appropriate to carry out this mandate.

We confirm that (i) we are not providing legal advice or services except as described in any particular engagement letter or email, and (ii) once our work on such matter has been completed, we will not advise you as to subsequent legal developments relating to such matter. It is understood that you will not be relying on Blakes for business, investment, accounting or tax advice (unless otherwise indicated), or to assess the character or creditworthiness of persons with whom you may deal.

We will be relying on the circumstances, facts and information that you provide to us. Therefore, it is very important that you inform us promptly of all changes in circumstances, facts and information that may have a bearing on the matters on which we are assisting you. Please also let us know if there are any other names that we should be searching for conflict clearing purposes.

#### **Description of Client**

We will be representing the client named in the engagement letter. Our representation of you does not include the representation of related persons or entities, such as the individuals or entities that are shareholders, directors or officers of a corporation, its parent, subsidiaries or affiliates; partners of a partnership or participants in a joint venture; investee entities; or members of a trade association or other organization. In acting for you, we are not acting for or taking on any responsibilities, obligations or duties to any such related persons or entities and no lawyer-client or other fiduciary relationship exists between us and any such related persons or entities.

#### **Staffing**

Our approach is to draw on the most appropriate resources the firm has to offer consistent with our understanding of your needs. If it is appropriate to do so, we will from time to time involve one or more other Blakes lawyers (including other partners), articling students or law clerks.

#### **Legal Fees**

Our fees are based on our assessment of the reasonable value of our services. To assist us in determining that value, we assign hourly billing rates to each of our lawyers and other legal professionals, and record the time spent and services rendered by them on each engagement. Time is recorded in increments of one-tenth of an hour.

Our rates may change to reflect increases in our costs, the increased experience and abilities of our lawyers and legal assistants and other factors. If our rates change before an engagement has been completed, the new rates will apply to the balance of the engagement. If you have any questions about our hourly rates, please feel free to discuss them with your Relationship Partner.

#### **Costs and Expenses**

In addition to our fees for legal services, costs, expenses and taxes that we incur in connection with this engagement will be billed to you. These costs and expenses typically include messenger, postage and courier charges, computer research charges, printing and reproduction costs for large projects, travel expenses, filing charges, court reporter fees for examinations and transcripts, witness fees and fees for service of legal process. We will also charge you for the use of Blakes e-discovery services at rates that will be communicated to you in advance.

Where we obtain these services directly from outside suppliers, we will bill you the amount billed to us. Where the amounts charged for these services are significant, we may forward the invoices from these outside suppliers directly to you. If we do, you will be responsible to pay the invoices, in accordance with their terms, directly to the outside supplier.

It may be necessary for us to engage outside experts, such as accountants, economists, appraisers or investigators, to assist in this engagement. We will consult with you before retaining any experts. It may also be necessary for us to retain lawyers and others as agents in other jurisdictions. Fees for outside experts and agents in other jurisdictions are not included in our legal fees. You will be asked to pay the invoices, in accordance with their terms, directly to these parties.

#### **Payment**

Our statements of account for fees and costs, expenses and any applicable taxes will be sent to you monthly and are payable on receipt. Interest is charged on amounts outstanding greater than 30 days. You will appreciate that our continued work on this engagement is contingent on the timely payment of our statements of account.

#### **Limited Liability Partnership**

As is the case with many Canadian law firms, Blake, Cassels & Graydon LLP is a limited liability partnership ("LLP"). An LLP partner is personally liable only for his or her own negligent acts or omissions, or those of persons under his or her direct supervision or control. An LLP partner is not personally liable for liabilities of the LLP arising from the negligent act or omission of any other partner or persons under that other partner's direct supervision or control.

#### **Privacy**

In the course of acting for you, you may disclose to us or we may otherwise collect or access personal information on your behalf that is subject to applicable privacy laws. We will use and disclose such personal information for the purpose of providing services to you, as instructed by you, or as required by law.

We also collect information about you and your employees and representatives, such as name and contact information, information for client identification and verification purposes, and information about your interactions with us. We use and disclose this information: (i) to provide services to you, (ii) for the purpose of managing our relationship with you, (iii) as permitted or required by law and our professional and ethical

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obligations, and (iv) as set out in our Privacy Policy available at [www.blakes.com](http://www.blakes.com). We may also send you and your employees and representatives bulletins on legal developments and invitations we think may be of interest to you. If you do not want to receive any bulletins or invitations, please let your Relationship Partner or anyone else on our team advising you know or select the unsubscribe option at the bottom of email bulletins.

#### **Storage of Personal and Confidential Information**

We may transfer personal and confidential information to service providers engaged to administer or provide products, services or information in connection with the legal services we provide. We use reasonable measures to ensure that transferred information is appropriately safeguarded and we require service providers to use your information only as necessary to perform the services we have hired them to provide. Note that some of these service providers may be located outside of Canada. As a result, your information may be transferred, stored and/or processed outside Canada in connection with the purposes described in this letter and you hereby consent to us doing so.

#### **Termination**

You may terminate your engagement of us for any reason prior to the completion of this engagement by giving us written notice to that effect. We may terminate our legal representation of you prior to the completion of a particular engagement for such reasons as are permitted under applicable professional codes of conduct, including as a result of a conflict of interest, unpaid legal fees or disbursements or a breakdown in the lawyer-client relationship. On termination, an account will be issued promptly and all unpaid legal fees and disbursements will become due and payable.

Unless our engagement has been previously terminated, our representation of you will cease upon the date that our services related to the last matter we are working on for you are completed. If six months have elapsed from the last time you requested and we provided any billable services to you, we may consider our services related to you to be completed.

The fact that we may subsequently send you information on legal developments without charge or that we may include you in general mailings should not be viewed as reviving a lawyer-client relationship.

#### **Document Retention**

If, upon termination or completion of any engagement, you wish to have any documentation returned to you, please advise us. Otherwise, any documentation that you have provided to us and the work product completed for you will be dealt with in accordance with our records retention policies and practices and we will retain or destroy such documentation in accordance with such policies and practices, unless we agree otherwise in writing. Please note that our records retention policies and practices may not be synchronized with yours. If you have any concerns about what we retain in our records or dispose of, please alert us to your concern.

#### **Communication**

During the course of our engagement, we may exchange electronic versions of documents and e-mails with you using commercially available software. Unfortunately, technology is vulnerable to attack by

viruses and other destructive electronic programs. We cannot guarantee that all communications and documents will always be received, or that such communications and documents will always be virus free, and we make no warranty with respect to any electronic communication between us. In addition, we make no warranty with respect to the security of any electronic communication between us and you acknowledge that our exchange of electronic communications, including confidential documents, will be unencrypted. We are, however, able to use encryption to secure email communication between us and your email gateway. Should you wish to use encryption, please let your Relationship Partner know and we can implement this technology.

#### **Client Identification and Verification**

The law societies in Canada have mandatory client identification and verification rules in support of domestic and international anti-money laundering and anti-terrorist funding initiatives. These rules require that we obtain and retain certain information about the identity of all clients and that, in the event of certain financial transactions, we also take steps to verify the identity of our client. These identification and verification rules apply not only to our direct clients but also to the individuals who instruct us on behalf of our client as well as to any clients of our client.

#### **Confidentiality**

We will at all times preserve your confidences, subject only to applicable law and lawyer professional/ethical rules. Because we owe this duty to all of our clients, we will not disclose to you information we hold in confidence for others (even where such confidential information would be relevant to our representation of you) or disclose to others information we hold in confidence for you (even where such confidential information may be relevant to our representation of those other clients).

#### **Publicity**

Subject to our obligation to preserve the confidentiality of your confidential information, you agree that we may publicize or advertise our involvement in any engagement once the transaction or matter has become public knowledge, and you agree that we may inform league table services, such as Thomson Reuters and Bloomberg, and make mention in our firm's publications, promotional materials and the media generally of our representation of you with respect to that transaction or matter. Notwithstanding the foregoing, even where a matter is publicly known, we will not publicize it if you advise us that you would prefer that we not do so.

#### **Acting adverse to you after you are no longer a client**

In accordance with applicable lawyer professional/ethical rules, after you are no longer a client, we are entitled to represent other clients whose interests may be adverse to yours in matters unrelated to those on which we have advised you, provided we preserve confidences you entrusted to us. You acknowledge that the timely establishment of an ethical screen will be sufficient protection of the confidentiality of any such information.

#### **Governing Law**

Your engagement of us will be governed by the laws of the province in which your Relationship Partner is based. If your Relationship Partner is based in an office outside Canada, your engagement of us will be governed by the laws of the Province of Ontario.